EMPLOYMENT AGREEMENT

Employment agreement made *[date of agreement]*, between *[name of club]*, a corporation organized under the laws of *[name of state]*, having its principal office at *[address of club]* ("club"), and *[name of player]*, of *[address of player]* ("player").

RECITALS

A. Club is a member and holds a franchise in *[name of tennis league]* (the "league"). Club will participate in exhibition, regularly-scheduled, and championship matches sponsored by the league.

B. Player has the skill, or potential skill, and training to enable *[him/her]* to compete in the league.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE. EMPLOYMENT OF PLAYER

By this agreement, club employs player to perform in or on behalf of the club's participation in the league, and player agrees to so perform, in accordance with the terms and conditions set forth in this agreement.

SECTION TWO. TERM

A. This agreement shall bind player for *[number of seasons]* consecutive league playing seasons, each to be composed of *[number of weeks]* weeks, plus playoff, to begin no earlier than *[date of commencement of season]* of each year. The initial playing season covered by this agreement shall be the *[year of initial season]* season.

B. Club shall have an option to renew this agreement for an additional one-year period on the same terms and conditions as were in effect during the league playing season immediately preceding the expiration of this agreement. If club chooses to exercise such option, it must give player notice no later than *[number of months]* months' prior to club's first scheduled league match for the year in question. Should club exercise its option, it shall have no further option to renew this agreement pursuant to this SECTION TWO.

SECTION THREE. PLAYER'S COMPENSATION

A. Club shall pay player, for rendering the services described in this agreement, a salary of $*[dollar amount of salary per season]* per league season, each season consisting of *[number of weeks]* weeks, plus playoff. Player shall be paid salary on a *[weekly/bi-weekly/monthly]* basis.

B. If the league is required to and does make any payment to player pursuant to this agreement, this agreement and all its rights and obligations may, at the league's option, be assigned to and become the property of the league.

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SECTION FOUR. EMPLOYMENT AND DUTIES

During the term of this agreement, club shall employ player as a skilled tennis player and player's duties shall include, but not be limited to the following:

A. to participate in practice sessions, under club's direction and control during the periods covered by this agreement;

B. to play exhibition, league, and playoff matches, under club's direction and control during the periods covered by this agreement;

C. to report, in good physical condition and training at the time and placed fixed by club, and to render services required of a skilled tennis player;

D. to keep in appropriate physical condition at all times during the training, exhibition, league, and playoff season in which club participates;

E. at the request of club or the league, to participate in promotional activities and cooperate in general with club and league activities; and

F. to give best services, best performance, and loyalty to club both in and out of season and to play team tennis only for club during the league season, unless released or unless player's contract is sold or exchanged by club.

SECTION FIVE. TRAVEL EXPENSES

A. Player, while traveling for club, shall be paid a minimum of $*[dollar amount of minimum expense allowance per day]* per day for expenses.

B. Club shall pay player's reasonable lodging expenses while playing for club in other than club's home city.

SECTION SIX. PHYSICAL CONDITION; INJURY

A. Club shall have the right to suspend player if club's physical determines that player is not in appropriate physical condition at the date of player's first scheduled match for club, or, if during the season, player fails to remain in such condition. Club shall not suspend player, however, if such unsatisfactory condition results directly from player's performance under this agreement, and club's physical determines that player is rendered unfit to play skilled tennis. The suspension shall remain in effect until club's physical determines that player is in sufficiently good physical condition to play skilled tennis. Club's physician's determination as to player's physical condition shall be final and binding in each instance and in all respects.

B. In the event of suspension, the salary payable to player shall be proportionately reduced as the length of the period during which, in the sole judgment of club's physician, player is not fit to play skilled tennis, bears to the league season.

SAMPLE

C. If player believes the decision of club's physician is unreasonable, player shall have the right to be examined by an independent medical specialist, mutually acceptable to player and club, specializing in the treatment of player's alleged condition or injury. If such independent medical specialist determines that, in his or her opinion, player is in sufficiently good physical condition to play skilled tennis, player's suspension shall be terminated.

D. If player is injured as a direct result of participation in any tennis practice or match played for club, club shall pay for player's hospitalization and treatment until player is discharged from the hospital, as well as player's medical expenses and physicians' bills, provided the hospital and physicians are selected or approved by club.

E. If player suffers any injury in any practice or match played for club, and such injury renders player, in the sole judgment of club's physician, unfit to play skilled tennis, then during such time as player is so unfit, but in no event beyond the end of the current season, club shall continue to pay player's compensation.

F. If player refuses to play after being declared physically able to do so by club's physician, player shall submit to an examination by an independent medical specialist mutually acceptable to player and club, specializing in the treatment of the condition or injury of which player complains. If, in the opinion of such independent medical specialist, player is again declared physically able to play and refuses to do so, player shall be liable to immediate suspension without compensation or benefits under this agreement, or termination of this agreement, at club's option.

SECTION SEVEN. UNIQUENESS OF ATHLETE'S SERVICES

It is agreed between the parties to this agreement that the services of player are extraordinary, exceptional, and unique.

SECTION EIGHT. PUBLICITY AND PROMOTION

A. Player shall allow *[his/her]* picture, alone or with others, to be taken for motion pictures, television, still photography, or other display or medium, at such times as club or the league may designate. No matter by whom taken, such pictures shall belong to and may be used by club or the league solely for their promotional purposes.

B. Player shall allow *[his/her]* name, likeness, facsimile, and biographical sketch to be used by club or the league for their promotional purposes. Club or league shall not, however, without player's written consent, use player's name or likeness, for individual endorsement or other commercial advertisement purposes, except as set forth above.

SECTION NINE. ASSIGNMENT OF AGREEMENT

A. Club shall have the right to sell, assign, trade, and transfer this agreement to another club in the league. Player shall accept and be bound by such sale, exchange, assignment, or transfer and faithfully perform and carry out player's obligations under this agreement with such other club. Should player be transferred, club shall pay player's reasonable moving and relocation expenses.

SAMPLE

B. If this agreement is assigned, club shall immediately send notice to player of the name and address of the assignee club, and specify the time and place of reporting to such club. If player fails to report to the assignee club, it may suspend player and not pay player's compensation during the period of suspension.

C. Player acknowledges that *[his/her]* services are unique and personal to player. Player shall neither assign this agreement nor delegate any of player's duties under this agreement.

SECTION TEN. EXCLUSIVITY OF AGREEMENT

Player agrees that player will not, during the continuance of this agreement, take part in any professional or exhibition tennis matches or other exhibitions, perform or otherwise exercise player's talent in any manner or place, except as directed by club, and shall not allow player's name to be used in any commercial enterprise without obtaining the prior, express, and written permission of club so to do.

SECTION ELEVEN. LEAGUE RULES

Club and player shall abide by the league *[articles/certificate]* of incorporation, bylaws, and rules. Club shall make copies of these documents available for inspection at the league office or the main office of club.

SECTION TWELVE. LEAGUE BENEFITS

Player shall be entitled to all player benefits offered by club and the league, including but not necessarily limited to, pension plans, life insurance and hospitalization plans, and bonuses for team league finish and playoff positions.

SECTION THIRTEEN. ARBITRATION

Should any dispute arise between player and club relating to any matter under this agreement, including performance or interpretation, such dispute shall be determined by arbitration before an arbitrator mutually acceptable to both player and club. If the parties cannot agree on an arbitrator, both agree to use an independent arbitrator chosen by the American Arbitration Association. The arbitrator shall determine by whom and in what proportion the cost of arbitration shall be paid. Player and club grant such arbitrator full power to determine any dispute in such manner as the arbitrator shall direct, and under such rules of procedure as the arbitrator shall in his or her sole discretion adopt. The arbitrator's award shall be final, binding, and conclusive and may be enforced in any court of competent jurisdiction. Demand for arbitration under this agreement shall be forever barred unless made within one year from the date when the alleged dispute arose, and shall be made by written notice given to the other party. Notwithstanding the above, club shall have the right in its sole discretion to waive arbitration and to institute judicial proceedings for the purpose of obtaining a preliminary retraining order or injunction or other equitable relief.

SECTION FOURTEEN. CONFIDENTIALITY

Player, club, and the league shall release no information regarding the existence or the terms and conditions of this agreement to any third party without their mutual written consent.

SAMPLE

SECTION FIFTEEN. GAMBLING PROHIBITED

Notwithstanding any provision of the league *[articles/certificate]* of incorporation or bylaws, the league commissioner shall have the power, in this commissioner's sole discretion, to suspend without pay or fine player if the commissioner finds that player has bet, or has offered or attempted to bet, money or anything of value on the outcome of any match participated in by a club which is a league member. The commissioner's finding and decision in this matter shall be binding and conclusive. Player releases the commissioner and waives every claim player may have against the commissioner or the league, against every club in the league, and against every director, officer, or stockholder of every club in the league, for damages and for all claims and demands arising out of or in connection with the decision on this matter by the commissioner. If player feels the commissioner's decision in this regard is unreasonable, player may have the decision reviewed by an independent arbitrator mutually acceptable to both player and the league commissioner. If the parties cannot agree on an arbitrator, both agree to use an independent arbitrator chosen by the American Arbitration Association. The decision of such arbitrator shall be binding on both player and the league. The arbitrator shall also determine who shall pay the costs of the arbitration procedure.

SECTION SIXTEEN. APPROVAL BY LEAGUE COMMISSIONER

A. This agreement, if not inconsistent with the league's *[articles/certificate]* of incorporation and bylaws, shall be valid and binding on the club and player immediately on its execution. Club shall file this agreement with the league office within *[number of days]* days after its execution for approval.

B. If pursuant to the league's *[articles/certificate]* of incorporation or bylaws, the commissioner disapproves this agreement within *[number of days]* days after its filing in the commissioner's office, this agreement shall then terminate. In such event, club and player shall then be relieved of their respective rights and liabilities under this agreement.

SECTION SEVENTEEN. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of *[name of state]*.

SECTION EIGHTEEN. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION NINETEEN. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION TWENTY. SEVERABILITY

SAMPLE

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION TWENTY-ONE. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties have executed this agreement at *[place of execution]* the day and year first set forth above.

[Name of club]
By:

_____
[Name of officer of club]
[Title of officer of club]

_____
[Name of player]

SAMPLE